

State of Connecticut
Office of the Attorney General
Second Addendum to RFP No. #2006-01 Legal Bill Audits
July 17, 2006

We have received the following additional question in regard to this RFP. In accordance with the procedures described in the RFP, we provide a response in this Second Addendum to the RFP.

1) Question: Are you looking for e-billing technology and automated guideline enforcement or human bill review (in the form of an audit company)?

Answer: Per the RFP, we seek a firm to review and audit certain bills for legal services. While software may be used in the process, we are not seeking to purchase a software system or to purchase the use of a software system. We seek the services of a firm that will actually review and audit selected bills.

State of Connecticut
Office of the Attorney General
First Addendum to RFP No. #2006-01 Legal Bill Audits

July 6, 2006

We have received the following questions to date in regard to this RFP. In accordance with the procedures described in the RFP, we provide responses in this Addendum to the RFP.

1) Question: Please send me all relevant information. This would include, but is not limited to, the past three firms awarded the contract, average hours worked, size of staff and time frame of payment cycle.

Answer: All relevant information is contained in the Request for Proposals. There have been no similar previous contracts, and so none of the information you request is available.

2) Question: What are the goals of the State of Connecticut, i.e., immediate profit recoveries or to prospectively reduce legal fees?

Answer: The primary goal of the audits is to determine whether selected past and current bills are proper and appropriate, and, if not, to obtain recovery of any improper or inappropriate charges. Of course any information developed which will help reduce future legal fees will also be helpful.

3) Question: What are the current expenditures on outside legal counsel?

Answer: They vary substantially from year to year, and are not directly relevant to this RFP, as not all bills will be audited.

4) Question: How many law firms does the State employ and do you anticipate auditing all of the law firms?

Answer: We do not anticipate auditing all firms. The number of cases to be audited will depend, at least initially and in part, on the extent of services available within available funds for this contract, which is presently budgeted at not more than \$50,000.

5) Question: How many open cases are currently pending and what type of cases are they?

Answer: Cases which may be subject to audit include construction claims litigation, contracts disputes, real estate development matters, civil rights and employment rights litigation, commercial transactions, and other matters. Not all open cases will be audited under this contract. The number of cases to be audited will depend, at least initially and in part, on the extent of services available within available funds for this contract, which is presently budgeted at not more than \$50,000.

6) Question: How many law firms should we expect to deal with during the audit period(s)?

Answer: The number of firms has not yet been determined. It will depend at least partially on the rates or fees of the selected proposer. It is probable that in the first year, the reviews will encompass at least 3 and not more than 20 firms, but those numbers could change.

7) Question: Will firms be submitting invoices by paper or electronically? If firms are submitting by paper will the Attorney General's office allow us (or the winning firm) to work with each law firm in showing them the ease and improved workflow of submitting electronically?

Answer: Firms now submit their invoices on paper. A successful proposer may work with involved law firms to seek electronic invoicing.

8) Question: What is the estimated annual spend for legal invoices and services the winning firm will be expected to audit for the Attorney General?

Answer: It depends on the rates charged and the availability of funds.

9) Question: It appears from the RFP that the Attorney General wants the invoices to be reviewed by attorney-auditors who work for the firm that wins the bid? This compares with an alternative approach used by some of our clients who prefer we train them on [an] approach to legal bill review, and allow them to use our custom rules based software.

Answer: The only services sought are those requested in the RFP.

10) Question: Does the Attorney General's office currently have legal billing guidelines that it issues to its law firms?

Answer: Certain billing guidelines are contained in the contracts for legal services. With some minor variations, contracts include at least the following provisions regarding billing:

SECTION 1 (excerpts)

(1) Terms of subcontracts over \$5,000.00 must be approved in advance by the ATTORNEY GENERAL, except when outside counsel demonstrates, to the satisfaction of the ATTORNEY GENERAL, that immediate action is needed to protect the interests of the State. In those urgent situations, continuing work must be under an approved contract as soon as possible.

(2) In requesting approval of subcontracts over \$5,000.00, counsel must include the following information.

- (a) Why it is necessary to hire a subcontractor.
- (b) How the proposed subcontractor has been selected.
- (c) Proposed rates and reimbursements for the subcontractor.
- (d) Comparison of these rates to those of other qualified subcontractors, or adequate explanation of why a comparison is unavailable.

(3) Subcontracts or agreements must include terms which are substantially similar to the billing terms in Section Three of this Contract.

(4) Contractors' bills for subcontracted work must include full detailed itemizations of all fees and expenses for the subcontracted work, with appropriate supporting documentation.

SECTION 3: COMPENSATION AND REIMBURSEMENT (excerpts)

3.1 The ATTORNEY GENERAL agrees to compensate the COUNSEL for Services in accordance with the following rate schedule:

- | | | |
|-----|------------|----|
| (a) | Partners | \$ |
| (b) | Associates | \$ |
| (c) | Paralegals | \$ |

The above hourly rates shall be charged only for actual time spent rendering such Services; the COUNSEL shall not "round off" time. The time spent rendering Services shall be billed to the tenth of an hour within any single workday. The ATTORNEY GENERAL shall not be charged for any other time expended by the COUNSEL during travel, overnight stays, or the like associated with the performance of the Services.

3.2 Compensation will be paid only after the submission of itemized documentation, in a form acceptable to the ATTORNEY GENERAL, the Associate Attorney General or their respective designees. Billings are to be on a monthly basis. The billings must contain, at a minimum, a detailed description of the work performed, the date of performance, the actual time spent performing the work, the name and position of the person(s) rendering the Service and the rate charged for that Service. The monthly bill must also be accompanied by a summary of time and charges billed for each attorney and paralegal itemized on the invoice. Upon the request of the ATTORNEY GENERAL, COUNSEL must submit a summary memorandum describing how the Service rendered furthered resolution of the matter and the current status of the matter. The ATTORNEY GENERAL or his designee may, prior to authorizing payment under this Section, require the COUNSEL to submit such additional accounting and information as he deems to be necessary or appropriate. The COUNSEL shall not be compensated for any time spent preparing any billing documentation, including but not limited to such documentation and accompanying memoranda required by subsections 3.2, 3.3, 3.5, 3.6, 3.10, 8.1, 8.2 and 8.3. All bills must be sent to **Office of the Attorney General-Business Office, 55 Elm Street-4th Floor Annex, Hartford, Connecticut 06106-1774.**

3.3 Upon the request of the ATTORNEY GENERAL, the COUNSEL shall submit to the ATTORNEY GENERAL or his designee for approval a projected plan and budget containing, but not limited to, a brief statement of the case or matter, a description of the nature and scope of the various phases of the Services expected to be performed, an estimate of the cost of the work broken down into the various phases of the Services, and an estimate of the time required to successfully complete the Services. Prior to effecting, undertaking or initiating a material change in the Services, the COUNSEL shall submit to the ATTORNEY GENERAL or his designee for approval a revised projected plan and budget that reflects the changes to the existing projected plan and budget. If the revised projected plan and budget contains a projected cost exceeding the maximum compensation set out in subsection 3.11, the COUNSEL shall consult with the ATTORNEY GENERAL or his designee, for the purpose of (1) revising the scope of employment; (2) revising the maximum compensation amount; (3) revising the billing rates; (4) some combination thereof; or (5) other action permitted under this Agreement or any agreed-upon amendment. The ATTORNEY GENERAL or his designee, in his sole discretion, may require revisions, supplements and modifications of the projected plan and budget from time to time. The COUNSEL will not be compensated for the preparation, amendment, or modification of the projected plan and budget.

3.4 The ATTORNEY GENERAL agrees to reimburse the COUNSEL for actual, necessary and reasonable out-of-pocket disbursements and expenses, including filing fees, court costs, computerized research (at cost), commercial messenger and delivery services (at cost), expert witnesses, consultants, mediators, investigative services, long distance telephone calls, and transcript or deposition costs. The ATTORNEY GENERAL shall not reimburse the COUNSEL for any overhead related expenses, including, but not limited to, duplicating, secretarial, facsimile (other than long-distance telephone line charges), clerical staff, library staff, proofreading staff,

meals and in-state transportation costs or expenses unless they are otherwise approved by the ATTORNEY GENERAL or his designee. The COUNSEL shall be reimbursed for reasonable expenses for transportation, specifically excluding first class airfare, parking and reasonable lodging and meals associated with interstate travel as approved in advance by the ATTORNEY GENERAL or his designee.

3.5 The COUNSEL shall not be compensated for time spent on background or elementary legal research or any legal training without the prior written consent of the ATTORNEY GENERAL. For the purposes of this Agreement, elementary legal research includes, but is not limited to, any matter which is addressed in: Connecticut Lawyers Basic Practice Manual (1986) and Connecticut Lawyers Basic Practice Manual (1989). Charges for legal research must be accompanied by a detailed description setting forth the purpose of the research and summarizing its nature. Any written material produced as a result of such research shall be available to the ATTORNEY GENERAL or his designee at his request. The ATTORNEY GENERAL shall have the final decision in all disputes between the parties to this Agreement under this subsection.

3.6 The COUNSEL shall not be compensated for time spent in consultation with any attorney or other employee of the ATTORNEY GENERAL concerning the administration of this Agreement and/or issues relating to billing. Unless otherwise authorized by the ATTORNEY GENERAL, compensation for communication between or among attorneys and/or staff within the COUNSEL'S law firm is limited to the time and billing rate of the most senior attorney or staff member participating in the communication. These charges must be accompanied by a detailed description setting forth the purpose of the communication and summarizing its details. The ATTORNEY GENERAL or his designee shall make the final determination, in his sole discretion, as to the adequacy of such description.

3.7 Absent the consent of the ATTORNEY GENERAL or his designee, the COUNSEL shall not be compensated for the attendance or participation of more than one attorney representing the State of Connecticut in connection with any Action. Where more than one attorney has attended or participated in any Action without the consent of the ATTORNEY GENERAL or his designee, the COUNSEL shall be compensated for the time of the most senior attorney in attendance.

3.8 The COUNSEL shall not be compensated for the performance of paralegal or clerical type duties performed by an attorney. Paralegal duties or clerical duties include, by way of example, routine proofreading of pleadings and other correspondence, preparation of trial or closing binders or notebooks, photocopying and coordinating the schedules of others.

3.9 The ATTORNEY GENERAL shall approve for payment all undisputed fees and costs, as soon as the documentation can properly be processed in accordance with usual State practice.

3.10 The COUNSEL shall maintain accurate records and accounts of all expenditures under this Agreement as well as satisfactory evidence of payment to assure proper accounting. Such records and accounts shall be kept in the manner specified in subsection 7.4, and made available and furnished upon request to the ATTORNEY GENERAL or his designee until six (6) years after the termination of this Agreement. The COUNSEL will cooperate fully with any and all audit or review of billing by the Attorney General or any other agency, person, or entity acting on behalf of the Attorney General or the STATE, and shall, upon request, provide billing in a format which will facilitate audit or review.

ATTORNEY GENERAL
STATE OF CONNECTICUT

Request
for Proposals

The Attorney General seeks a contractor to review and audit certain bills from law firms for legal services provided under contract to the Attorney General's Office. RESPONSES ARE DUE BY JULY 24, 2006.

RICHARD BLUMENTHAL, Attorney General

June 22, 2006

TABLE OF CONTENTS

OVERVIEW	2
SELECTION CRITERIA	4
INSTRUCTIONS	6
SPECIAL TERMS AND CONDITIONS	9
APPENDICES:	
APPENDIX A — CONTRACT	14
APPENDIX B — FEDERAL EEO-1 FORM	30

State of Connecticut

Office of the Attorney General

Announcement of Request for Proposals to provide audit services

JUNE 22, 2006

RFP No. #2006-1 AUDIT AND REVIEW OF BILLS AND LEGAL SERVICES

The Attorney General of Connecticut, Richard Blumenthal, pursuant to Conn. Gen. Stat. § 3-125, invites proposals from appropriately qualified firms to review and audit certain bills for legal services provided to the Attorney General under contract with certain law firms. Proposals must be received by the Office of the Attorney General by 4:30 p.m., local time, on **July 24, 2006**. Some firms may be invited to an oral interview to be scheduled shortly thereafter.

The proposals will be evaluated in accordance with the enclosed Selection Criteria. Other terms and requirements are explained herein. The selected firm must enter into a contract with the Office of the Attorney General, substantially in the form of the draft contract set out in Appendix A.

All communication with the Attorney General's Office must be only as specified in the Request for Proposal ("RFP").

RICHARD BLUMENTHAL, Attorney General

Selection Criteria

Firms will be evaluated on the basis of their written responses to the RFP, additional written information requested by the Office of the Attorney General and, possibly, oral interviews. The goal of the evaluation will be to select the firm which shows the greatest expertise in auditing legal bills at a reasonable price. The following non-exclusive factors will be considered to assist in making that determination:

- Substantial experience in accurately and appropriately reviewing and auditing legal bills, preferably including legal bills for public agencies.
- Recommendations and references from past users of these services.
- A demonstrably cost effective approach to review.
- A demonstrated record of fairness and objectivity in conducting reviews.
- Reasonableness of rates proposed.
- Equal employment opportunity record as evidenced by the composition of firm personnel and the firm's affirmative action and equal employment opportunity policies and practices.
- Record of compliance with all applicable ethical rules and rules of professional conduct.

Instructions to Law Firms

I. Proposal Schedule

Release of RFP: **June 22, 2006**

Responses due: **July 24, 2006 by 4:30 p.m.**

During the period from issuance of this RFP, and until the Contract is awarded, interested parties should not contact any employee of the State of Connecticut for additional information concerning this proposal, except in writing, directed to Associate Attorney General Joseph Rubin, Office of the Attorney General, 55 Elm Street, Hartford, CT 06106, or by email to Joseph.Rubin@po.state.ct.us.

Technical questions only concerning issues or problems with access to or downloading of this RFP and associated information from the website may be addressed at any time by e-mail to Evelyn.Godbout@po.state.ct.us.

II. Questions and Additional Information

Questions for the purpose of clarifying the RFP must be submitted in writing and must be received at the Attorney General's Office no later than 4:30 p.m. on **July 14, 2006**. Questions must be directed to the attention of Associate Attorney General Joseph Rubin, Office of the Attorney General, 55 Elm Street, Hartford, CT 06106. The Office of the Attorney General will endeavor to answer late questions as quickly as possible, although law firms submitting late questions risk not having the answers until after the proposal due date. All questions will be answered solely by posting on the Attorney General's website as one or more addenda to the Request for Proposals. The Office of the Attorney General may, at any time during the RFP process, require that in order for law firms to be considered for the Contract, the law firms must provide additional information and make oral presentations. It is expected that any oral presentations will occur in early August 2005.

III. Sealed Proposals

Proposals may be submitted in a SEALED envelope or carton, clearly marked with RFP Number **#2006-01**, the date, and the name and address of the law firm. An original and four copies should be provided.

IV. Submission of Proposals

A. To be considered, all responses must include all of the following:

1. Cover letter addressed to the Attorney General, signed by an individual authorized to enter into a contract with the State on behalf of the firm;
2. Responses to the questions asked and information requested in this RFP, including the representations required in Special Terms and Conditions numbers 12 (Independent Price Determinations) and 13 (Offer of Gratuities), proposed rates, and any other information relevant to the selection criteria.

B. Proposals may be mailed or delivered in person to the address below to arrive by **July 24, 2006**, at 4:30 p.m. Proposals **will not** be publicly opened on the due date.

State of Connecticut
Office of the Attorney General
Attn.: Associate Attorney General Joseph Rubin
RFP No. #2006-01 (Audit and Review of Bills for Legal

Services)

55 Elm Street
Hartford, CT 06106

C. Concise answers are encouraged. Responses should be prepared on 8 ½ x 11 inch paper using at least 12 point type with standard margins.

V. Authorized Signatures

The proposal must be signed by an authorized official. The proposal must also provide the name, title, address and telephone number of the individual with authority to bind the firm, and of persons who may be contacted to clarify the information provided.

VI. Information Required in the Proposal

1. Explain your qualifications in light of the stated Selection Criteria detailed above.
2. Name the primary individuals who would work with the State, and explain their experience, relevant background and anticipated duties. The members of the proposed team are to be the persons primarily and substantively involved with and responsible for all work on this matter, unless this Office subsequently gives written approval for other named individuals to serve in those roles.
3. Describe in detail the specific services and deliverables you propose to provide. If your proposal offers differing services and deliverables for differing fees, explain clearly the different options you are proposing.
4. Include a detailed and specific fee proposal. You may, if you choose, include alternative fee proposals based on the volume of billing reviewed or type of service provided, hourly rates, or other specific criteria.

5. Provide your firm's federal EEO-1 Form or complete the employment data requested in Appendix C.
6. Disclose any past or present assignments, relationships or other employment that your firm or any employee of your firm has or has had that may create conflict of interest or the appearance of a conflict of interest in accepting this engagement.
7. If you find any term or provision of the enclosed proposed draft contract unacceptable, identify the term, explain why it is unacceptable, and state whether failure to modify this term would result in your firm's failure to execute a contract in this matter.
8. Discuss any pending complaints or investigations, or any made or concluded within the past five years, to or by any regulatory body or court regarding the conduct of your firm or its predecessors, or any of its present or former members, employees and associates.
9. Include the Statement required by Special Term Number 12 – Independent Price Determinations.
10. Provide contact information for references for whom you have performed similar work.

Special Terms and Conditions

1. Conformity and Completeness of Proposals

To be considered acceptable, proposals must be complete and conform to all material RFP instructions and conditions. The Attorney General's Office, in its sole discretion, may reject in whole or in part any proposal if in its judgment the best interests of the State will be served.

2. Stability of Proposed Fees

Any fee proposals must be valid for the entire duration of the Contract. The State anticipates that the total cost of this contract should not exceed \$50,000, but it is possible that the contract will be amended to permit a larger maximum amount in the future.

3. Amendment or Cancellation of the RFP

The Attorney General's Office reserves the right to cancel, amend, modify or otherwise change this RFP at any time if it deems it to be in the best interest of the State to do so.

4. Proposal Modifications

No additions or changes to any proposal will be allowed after the proposal due date, unless specifically requested by the Attorney General's Office. The Attorney General's Office, at its option, may seek law firm retraction and/or clarification of any discrepancy or contradiction found during its review of proposals.

5. Presentation of Supporting Evidence

Proposers must be prepared to provide any evidence of experience, performance, ability, or other items that the Attorney General's Office deems to be necessary or appropriate to fully establish the performance capabilities represented in their proposals.

6. Misrepresentation or Default

The Attorney General's Office may reject the proposal and void any award resulting from this RFP to a firm which makes any material misrepresentation in its proposal or other submittal in connection with this RFP.

7. Erroneous Awards

The Attorney General's Office reserves the right to correct inaccurate awards. This may include, in extreme circumstances, revoking the awarding of the Contract already made to a firm and subsequently awarding the Contract to another firm.

Such action on the part of the Attorney General's Office shall not constitute a breach of contract on the part of the Attorney General's Office since the Contract with the initial firm would be deemed void and of no effect as if no contract ever existed between the Attorney General's Office and such firm.

8. Ownership of Proposals

All proposals shall become the sole property of the State and will not be returned.

9. Validation of Proposals

The proposals shall be binding commitments which the Attorney General's Office may incorporate, by reference or otherwise, into the Contract. The proposals must provide the names, titles, addresses and telephone numbers of those individuals with authority to negotiate the Contract with the Attorney General's Office and contractually bind the proposer. The proposal must also include evidence that it has been duly delivered on the part of the proposer, that the persons submitting the proposal have the requisite power and authority to submit and deliver the proposal and subsequently to enter into, execute, deliver and perform the Contract on behalf of the firm.

10. Execution of Contract

This RFP is not a contract and, alone, shall not be interpreted as such. Rather, this RFP only serves as the instrument through which proposals are solicited. Once the evaluation of the proposals is complete and a firm is selected, the selected proposal and this RFP may then serve as the basis for the Contract that will be negotiated and executed between the Attorney General's Office and the selected firm. This RFP and the proposal will likely be attached to the Contract as exhibits. If the Attorney General's Office and the initial selected firm fail to reach agreement on all issues relative to the Contract within a time determined solely by the Attorney General, then the Attorney General's Office may commence contract negotiations with other proposers. The Attorney General's Office may decide at any time to start the RFP process again.

11. Oral Agreement or Arrangements

Any alleged oral agreements or arrangements made by firms with any State agency or employee will be disregarded in any proposal evaluation or associated award.

12. Independent Price Determinations

In the proposals, firms must warrant, represent, and certify that the following requirements have been met in connection with this RFP:

- a) The fees and costs proposed have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such process with any other organization or with any competitor.
- b) Unless otherwise required by law, the costs quoted have not been knowingly disclosed by the firm on a prior basis directly or indirectly to any other organization or to any competitor; and
- c) No attempt has been made, or will be made, by the firm to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

13. Offer of Gratuities

The firm warrants, represents, and certifies that no elected or appointed official or employee of the State of Connecticut has, or will, benefit financially or materially from the Contract. The Contract may be terminated by the Attorney General's Office if it is determined that gratuities of any kind were either offered to, or received by, any of the aforementioned officials or employees from the firm, the firm's agent(s), representatives(s) or employees(s).

14. Subletting or Assigning of Contract

The Contract or any portion thereof, or the work provided for therein, or the right, title, or interest of the firm therein or thereto may not be sublet, sold, transferred, assigned or

otherwise disposed of to any person, firm, or corporation, or other entity without the prior written consent of the Attorney General's Office. No person, firm or corporation, or other entity, other than the firm to which the Contract was awarded is permitted to perform work without the prior written approval of the Attorney General's Office, except as otherwise provided in the final Contract.

15. Freedom of Information

The Office of the Attorney General is a public agency and its records, including responses to this RFP, are public records. See Conn. Gen. Stat. §§1-200, et seq., and especially §1-210(b)(4) and §1-210(b)(5)(B). Due regard will be given for the protection of proprietary or confidential information contained in all proposals received. However, firms should be aware that all materials associated with this RFP are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all applicable rules, regulations and administrative decisions. If a firm is interested in preserving the confidentiality of any part of its proposal, it will not be sufficient merely to state generally in the proposal that the proposal is proprietary or confidential in nature and not, therefore, subject to release to third parties. Instead, those particular sentences, paragraphs, pages or sections that a firm believes to be exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with Section 1-210(b) of the FOIA must accompany the proposal. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the firm that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. Firms should not request that their entire proposal, nor the majority of the proposal, be confidential. Any submitted proposal, once execution of a contract is complete, and any completed contract will be considered public information.

16. Conformance with Federal, State and Other Requirements

In the Contract, the firm will represent and warrant that, at all pertinent and relevant times to the Contract, it has been, is and will continue to be in full compliance with all Federal, State, municipal or other governmental department, commission, board, bureau, agency or instrumentality, codes, statutes, acts, ordinances, judgments, decrees, injunctions and regulations.

17. Non-Discrimination and Executive Orders

The Contract shall be subject to the terms and conditions set forth in Appendix D concerning nondiscrimination, and the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973 and the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, all of which Executive Orders are attached hereto as Appendix E.

18. Americans with Disabilities Act

The firm shall comply with the Americans with Disabilities Act and any other applicable federal laws and regulations.

19. Affirmative Action and Contract Compliance Reporting

Firms are advised that in addition to evaluating their qualifications, experience, capabilities, competitiveness of cost and conformance to the RFP specifications, weight may also be given to law firms which demonstrate a commitment to affirmative action by full compliance with the Commission on Human Rights and Opportunities regulations.

PERSONAL SERVICE AGREEMENT

CO-802A REV. 2/2000 (Electronic Version)

STATE OF CONNECTICUT
OFFICE OF THE STATE COMPTROLLER
ACCOUNTS PAYABLE DIVISION

1. PREPARE 5 COPIES.
2. THE STATE AGENCY AND THE CONTRACTOR AS LISTED BELOW HEREBY ENTER INTO AN AGREEMENT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN AND/OR ATTACHED HERETO AND SUBJECT TO THE PROVISIONS OF SECTION 4-98 OF THE CONNECTICUT GENERAL STATUTES AS APPLICABLE.
3. ACCEPTANCE OF THIS CONTRACT IMPLIES CONFORMANCE WITH TERMS AND CONDITIONS SET FORTH AT SHEET 2 OF THIS FILE, AS ATTACHED HERETO AND INCORPORATED BY REFERENCE.

CONTRACTOR		(3) CONTRACTOR NAME					(4) ARE YOU PRESENTLY A STATE EMPLOYEE? <input type="checkbox"/> YES <input type="checkbox"/> NO													
		CONTRACTOR ADDRESS					CONTRACTOR FEIN / SSN - SUFFIX													
STATE AGENCY		(5) AGENCY NAME AND ADDRESS										(6) AGENCY NO.								
CONTRACT PERIOD		(7) DATE (FROM)			THROUGH (TO)		(8) INDICATE <input type="checkbox"/> MASTER AGREEMENT <input type="checkbox"/> CONTRACT AWARD NO. _____ <input type="checkbox"/> NEITHER													
CANCELLATION CLAUSE		THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT FOR THE ENTIRE TERM OF THE CONTRACT PERIOD STATED ABOVE UNLESS CANCELLED BY THE STATE AGENCY, BY GIVING THE CONTRACTOR WRITTEN NOTICE OF SUCH INTENTION. (REQUIRED DAYS NOTICE SPECIFIED AT RIGHT).										(9) REQUIRED NO. OF DAYS WRITTEN NOTICE: _____								
COMPLETE DESCRIPTION OF SERVICE		(10) CONTRACTOR AGREES TO: (Include special provisions - Attach additional blank sheets if necessary.)																		
COST AND SCHEDULE OF PAYMENTS		(11) PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES.																		
(12) ACT. CD.		(13) DOC. TYPE		(14) COMM. TYPE		(15) LSE. TYPE		(16) ORIG. AGCY.		(17) DOCUMENT NO.		(18) COMM. AGCY.		(19) COMM. NO.		(20) VENDOR FEIN / SSN - SUFFIX				
(21) COMMITTED AMOUNT						(22) OBLIGATED AMOUNT						(23) CONTRACT PERIOD (FROM/TO)								
(24) ACT. CD.		(25) COMM. LINE NO.		(26) COMMITTED AMOUNT		(27) COMM. AGENCY		(28) COST CENTER FUND SID		(29) OBJECT		(30) FUNCTION			(31) ACTIVITY		(32) EXTENSION		(33) F.Y.	
An individual entering into a Personal Service Agreement with the State of Connecticut is contracting under a "work-for-hire" arrangement. As such, the individual is an independent contractor, and does not satisfy the characteristics of an employee under the common law rules for determining the employer/employee relationship of Internal Revenue Code Section 3121 (d) (2). Individuals performing services as independent contractors are not employees of the State of Connecticut and are responsible themselves for payment of all State and local income taxes, federal income taxes and Federal Insurance Contribution Act (FICA) taxes.																				
ACCEPTANCES AND APPROVALS												(34) STATUTORY AUTHORITY								
(35) CONTRACTOR (OWNER OR AUTHORIZED SIGNATURE)												TITLE				DATE				
(36) AGENCY (AUTHORIZED OFFICIAL)												TITLE				DATE				
(37) OFFICE OF POLICY & MGMT./DEPT. OF ADMIN. SERV.												TITLE				DATE				
(38) ATTORNEY GENERAL (APPROVED AS TO FORM)																DATE				

DISTRIBUTION: ORIGINAL-CONTRACTOR PHOTOCOPY-COMPTROLLER PHOTOCOPY-OPM/DAS PHOTOCOPY-ATTORNEY GENERAL PHOTOCOPY-AGENCY

EXECUTIVE ORDERS

This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, and, as such, this contract may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any state or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a party hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion. The contractor agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that he will not discriminate in his employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner. This contract is also subject to provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this contract may be canceled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service. This contract is also subject to provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, and, as such, this contract may be cancelled, terminated or suspended by the contracting agency of the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Sixteen, notwithstanding that the Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Sixteen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

I. NON-DISCRIMINATION

(a). For the purposes of this section, "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Conn. Gen. Stat. subsection 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

For purposes of this Section, "Commission" means the Commission on Human Rights and Opportunities.

For purposes of this Section, "Public works contract" means any agreement between any individual, firm or corporation and the state or any political subdivision of the state other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the state, including but not limited to, matching expenditures, grants, loans, insurance or guarantees.

(b) (1) The Contractor agrees and warrants that in the performance of the contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The Contractor further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action - equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this section and Conn. Gen. Stat. subsections 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. subsections 46a-56, 46a-68e and 46a-68f; (b) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this section and section 46a-56. If the Contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

c. Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

d. The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

e. The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. subsection 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

f. The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

g. The Contractor agrees to follow the provisions: The contractor agrees and warrants that in the performance of the agreement such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to Section 46a-56 of the general statutes; the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and Section 46a-56 of the general statutes.

h. The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Section 46a-56 of the general statutes; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

INSURANCE

The contractor agrees that while performing services specified in this agreement he shall carry sufficient insurance (liability and/or other) as applicable according to the nature of the service to be performed so as to "save harmless" the State of Connecticut from any insurable cause whatsoever. If requested, certificates of such insurance shall be filed with the contracting State agency prior to the performance of services.

STATE LIABILITY

The State of Connecticut shall assume no liability for payment for services under the terms of this agreement until the contractor is notified that this agreement has been accepted by the contracting agency and, if applicable, approved by the Office of Policy and Management (OPM) or the Department of Administrative Services (DAS) and by the Attorney General of the State of Connecticut.

Exhibit A

Contract Between The Office of the Attorney General,
State of Connecticut
And

1. The Contractor shall be compensated for professional services in accordance with the following rate schedule:

The Attorney General shall not be charged for any other time expended by the Contractor during travel, overnight stays, or the like associated with the performance of the services.

2. Compensation shall be paid only after the submission of itemized documentation, in a form acceptable to the Attorney General, the Associate Attorney General or their respective designees. Billings are to be on a monthly basis. The billings must contain, at a minimum, a detailed description of the work performed, the date of performance, and detailed further information to fully establish the basis for the billing in accordance with this Contract. The Attorney General or his designee may, prior to authorizing payment under this section, require the Contractor to submit such additional accounting and information as he deems to be necessary or appropriate. The Contractor shall not be compensated for any time spent preparing any billing documentation. **All bills must be sent to Office of the Attorney General, ATTN: Business Office, 55 Elm Street, Hartford, Connecticut 06106-1774.**
3. The Attorney General shall not reimburse the Contractor for any overhead related expenses, including, but not limited to, duplicating, secretarial, facsimile, clerical staff, library staff, and proof-reading staff, unless they are approved in advance and in writing by the Attorney General.
4. The Contractor shall not be compensated for time spent in consultation with any lawyer or other employee of the Attorney General concerning the administration of this Agreement and/or issues relating to billing. Absent approval by the Attorney General, for any hourly billing, compensation for communication between or among staff within the Contractor's firm is limited to the time and billing rate of the most senior staff member participating in the communication. These charges must be accompanied by detailed descriptions setting forth the purpose of the communication and summarizing its details.
5. Absent the prior written consent of the Attorney General or his designee, for any hourly billing, the Contractor shall not be compensated for the attendance or participation of more than one staff member at any proceeding or meeting in connection with the provision of services under this Agreement. When more than one staff member has attended or participated in any such proceeding without the prior written consent of the Attorney General or his designee, the Contractor shall be compensated for the time of the most senior staff member in attendance.

6. The Attorney General shall approve for payment all undisputed costs, as soon as the documentation can properly be processed in accordance with usual state practice.
7. The Contractor shall maintain accurate records and accounts of all expenditures under this Agreement as well as satisfactory evidence of payment to assure proper accounting. The Contractor shall ensure that all confidential or privileged records are kept in secured areas and shall take reasonable precautions to protect the records in its custody from the dangers of fire, theft, flood, natural disasters and other physical threats, as well as unauthorized access. Such records shall be made available and furnished upon request to the Attorney General or his designee until six years after termination of this Agreement.
8. Maximum compensation under this Agreement shall not exceed Fifty Thousand dollars (\$50,000.00).
9. Compensation and reimbursement provided under this Agreement constitutes full and complete payment for all costs and expenses incurred or assumed by the Contractor in performing this Agreement. No other costs, expenses or overhead items shall be reimbursed by the Attorney General.
10. The Attorney General, on written notice, may immediately suspend, postpone, abandon, or terminate this Agreement at any time and for any reason, including convenience, and such action shall in no event be deemed to be a breach of contract.
11. Upon receipt of written notification from the Attorney General of termination, the Contractor shall immediately cease to perform the services under this Agreement. The Contractor shall assemble all material that has been prepared, developed, furnished, or obtained under the terms of this Agreement, in electronic, magnetic, paper or any other form, that may be in his possession or custody, and shall transmit the same to the Attorney General or his designee as soon as possible, and no later than the 15th day following the receipt of the above written notice of termination, together with a description of the cost of the services performed to said date of termination.
12. The Contractor, on 30 days prior written notice to the Attorney General, may terminate this Agreement. On the effective date of termination, the Contractor shall immediately cease to perform services under this Agreement. The Contractor shall assemble all material that has been prepared, developed, furnished, or obtained under the terms of this Agreement, in electronic, magnetic, paper, or any other form, that may be in its possession or custody, and shall deliver the same to the Attorney General or his designee on or before the 15th day following the transmittal of the written notice of termination, together with a description of the cost of the services performed to said date of termination.
13. The Contractor shall perform the services under this Agreement at such times and in such sequence as may be reasonably directed by the Attorney General, Associate Attorney General, or their respective designee(s).
14. The Contractor represents and warrants the Attorney General that the Contractor has duly authorized the execution and delivery of this Agreement and the performance of the

contemplated services; that the Contractor will comply with all applicable state and federal laws and municipal ordinances in satisfying its obligations to the Attorney General under and pursuant to this Agreement; the execution, delivery and performance of this Agreement by the Counsel will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (i) any provision of law; (ii) any order of any court or any department; (iii) any indenture, agreement, document, or other instrument to which it is a party or by which it may be bound.

15. The Contractor shall not copy or divulge to any third party any information or any data in any form obtained or produced in connection with the performance of its duties or responsibilities pursuant to this Agreement other than in connection with the performance of those duties and responsibilities.
16. The Contractor shall not consult for or advise any other client if such representation will materially affect its duties or obligations to the State of Connecticut or the Attorney General or create an appearance of impropriety.
17. Unless the Attorney General designates otherwise in writing, all information or data, in any form, in all papers, recordings, documents and instruments generated or collected by the Counsel, or any subcontractor, in the scope of his work under this Agreement shall be deemed to be the exclusive property of the State of Connecticut and no one else shall have any right, including, but not limited to, intellectual property rights, including copyright and trademark rights, in those items.
18. The Contractor shall indemnify, defend and hold harmless the State and its successors and assigns from and against all actions (pending or threatened and whether at law or in equity in any forum), liabilities, damages, losses, costs and expenses, including but not limited to reasonable attorneys' and other professionals' fees, resulting from (i) misconduct or negligent or wrongful acts (whether of commission or omission) of the Contractor or any of its members, directors, officers, shareholders, representatives, agents, servants, consultants, employees or other persons or entity with whom the Contractor is in privity of oral or written (collectively the "Contractor Parties"); (ii) liabilities arising, directly or indirectly, in connection with this Agreement, out of the Contractor Parties' Acts concerning its or their duties and obligations as set forth in this Agreement; and (iii) damages, losses, costs and expenses, including but not limited to, attorneys and other professionals' fees, that may arise out of such claims and/or liabilities for bodily injury and/or property damage. This indemnity shall not be limited by reason of any insurance coverage required of the Contractor. The Attorney General shall provide timely notice to Contractor of any such pending action.
19. The Contractor shall not use, raise or plead the defense of sovereign or governmental immunity in the adjustment or settlement of any claim against the Contractor arising out of the work performed under this Agreement, or as a defense in any claim, unless specifically authorized to do so in writing by the Attorney General or his designee.

20. Any and all amendments, changes, extensions, revisions, or discharges of this Agreement, in whole or in part, on one or more occasions, shall not be invalid or unenforceable because of lack or insufficiency of consideration, provided, however, that such amendments, extensions, revisions, or discharges are in writing and executed by the parties.
21. On or before the effective date of this Agreement, the Contractor shall have secured, and shall maintain during the term of this Agreement, all at its sole cost and expense (i) such appropriately skilled and competent personnel and supporting staff in adequate numbers; and (ii) such equipment as are reasonably necessary or appropriate to fully perform the services to the satisfaction of the Attorney General. The personnel shall not be employees of or have any contractual relationship with the Office of the Attorney General. All the services shall be performed by the Contractor under his supervision, and all personnel engaged in the services shall be fully qualified and shall be authorized or permitted under state or local law to perform the applicable services.
22. No partner, owner, director and/or employee, with managerial and/or discretionary authority, of the Contractor may directly or indirectly make financial donations to any candidate for the Office of the Attorney General of the State of Connecticut during the course of this Agreement except that this paragraph shall not be effective until and unless litigation now pending in the United States District court for the District of Connecticut is resolved in a manner which does not affect the validity of this provision.
23. This Agreement, its terms and conditions and claims arising there from, shall be governed by Connecticut law and court decisions without giving effect to Connecticut's principles of conflicts of laws. Any dispute arising out of this Agreement shall be subject to the exclusive jurisdiction of the courts of the State of Connecticut and the Contractor hereby waives any objection which it may now or hereafter have to the laying of venue of any actions in any forum and further irrevocably submits to the jurisdiction of any of those courts in any action.
24. The parties each bind themselves, their partners, successors, assigns, and legal representatives with respect to all covenants of this Agreement.
25. This Agreement incorporates all the understandings of the parties and supersedes any and all agreements reached by the parties prior to the execution of this Agreement, whether oral or written, and no alteration, modification or interruption of this Agreement shall be binding unless in writing and duly executed by the parties.
26. If any provision of this Agreement, or application to any party or circumstances, is held invalid by any court of competent jurisdiction, the balance of the provisions of this Agreement, or their application to any party or circumstances, shall not be affected, but only if the balance of the provisions of this Agreement will then continue to conform to the requirements of applicable laws.
27. The waiver of a term or condition by the Attorney General or his designee shall not entitle the Contractor to any future waivers of the same or different terms or conditions;

impose any duties, obligations, responsibilities on the Attorney General or any department not already in the Agreement, as amended, modified or superseded; or subject the Attorney General or department to any Claims.

28. References in the masculine gender shall also be construed to apply to the feminine and neuter genders, as the content requires.
29. Nothing in this Agreement shall be construed as a waiver or limitation of sovereign immunity.
30. Any notice required or permitted to be given under this Agreement shall be deemed to be given when hand delivered or one business day after pick up by a major overnight express service, in either case addressed to the parties below:

If to the Contractor:

Attention: _____

TITLE
ADDRESS
TELEPHONE
FAX

If to the Attorney General:

or in each case to such other addresses either party may from time to time designate by giving notice in writing to the other party. Telephone and facsimile numbers are for informational purposes only. Effective notice will be deemed given only as provided above.

31. Time is of the essence in this Agreement.

APPENDIX B

- Joint Reporting
Committee
- Equal Employment
Opportunity Com-
mission
 - Office of Federal
Contract Compli-
ance Programs (Labor)

EQUAL EMPLOYMENT OPPORTUNITY

EMPLOYER INFORMATION REPORT EEO-1

Standard Form 100
(Rev. 3/97)
G.M.S. No. 3048-0007
EXPIRES 10/31/99
100-214

Section A—TYPE OF REPORT

Refer to instructions for number and types of reports to be filed.

1. Indicate by marking in the appropriate box the type of reporting unit for which this copy of the form is submitted (MARK ONLY ONE BOX).

(1) ☐ Single-establishment Employer Report

Multi-establishment Employer:

(2) ☐ Consolidated Report (Required)

(3) ☐ Headquarters Unit Report (Required)

(4) ☐ Individual Establishment Report (submit one for each establishment with 50 or more employees)

(5) ☐ Special Report

2. Total number of reports being filed by this Company (Answer on Consolidated Report only)

Section B—COMPANY IDENTIFICATION (To be answered by all employers)

1. Parent Company

a. Name of parent company (owns or controls establishment in item 2) omit if same as label

OFFICE
USE
ONLY

Address (Number and street)

City or town

State

ZIP code

2. Establishment for which this report is filed. (Omit if same as label)

a. Name of establishment

Address (Number and street)

City or Town

County

State

ZIP code

b. Employer Identification No. (IRS 9-DIGIT TAX NUMBER)

c. Was an EEO-1 report filed for this establishment last year? ☐ Yes ☐ No

Section C—EMPLOYERS WHO ARE REQUIRED TO FILE (To be answered by all employers)

☐ Yes ☐ No 1. Does the entire company have at least 100 employees in the payroll period for which you are reporting?

☐ Yes ☐ No 2. Is your company affiliated through common ownership and/or centralized management with other entities in an enterprise with a total employment of 100 or more?

☐ Yes ☐ No 3. Does the company or any of its establishments (a) have 50 or more employees AND (b) is not exempt as provided by 41 CFR 60-1.5, AND either (1) is a prime government contractor or first-tier subcontractor, and has a contract, subcontract, or purchase order amounting to \$50,000 or more, or (2) serves as a depository of Government funds in any amount or is a financial institution which is an issuing and paying agent for U.S. Savings Bonds and Savings Notes?

If the response to question C-3 is yes, please enter your Dun and Bradstreet identification number (if you have one):

NOTE: If the answer is yes to questions 1, 2, or 3, complete the entire form, otherwise skip to Section G.

Section D—EMPLOYMENT DATA

Employment at this establishment—Report all permanent full-time and part-time employees including apprentices and on-the-job trainees unless specifically excluded as set forth in the instructions. Enter the appropriate figures on all lines and in all columns. Blank spaces will be considered as zeros.

JOB CATEGORIES		NUMBER OF EMPLOYEES										
		OVERALL TOTALS (SUM OF COL. B THRU K)	MALE					FEMALE				
			WHITE (NOT OF HISPANIC ORIGIN)	BLACK (NOT OF HISPANIC ORIGIN)	HISPANIC	ASIAN OR PACIFIC ISLANDER	AMERICAN INDIAN OR ALASKAN NATIVE	WHITE (NOT OF HISPANIC ORIGIN)	BLACK (NOT OF HISPANIC ORIGIN)	HISPANIC	ASIAN OR PACIFIC ISLANDER	AMERICAN INDIAN OR ALASKAN NATIVE
		A	B	C	D	E	F	G	H	I	J	K
Officials and Managers	1											
Professionals	2											
Technicians	3											
Sales Workers	4											
Office and Clerical	5											
Craft Workers (Skilled)	6											
Operatives (Semi-Skilled)	7											
Laborers (Unskilled)	8											
Service Workers	9											
TOTAL	10											
Total employment reported in previous EEO-1 report	11											

NOTE: Omit questions 1 and 2 on the Consolidated Report.

1. Date(s) of payroll period used: _____ 2. Does this establishment employ apprentices?
1 ☐ Yes 2 ☐ No

Section E—ESTABLISHMENT INFORMATION (Omit on the Consolidated Report)

1. What is the major activity of this establishment? (Be specific, i.e., manufacturing steel castings, retail grocer, wholesale plumbing supplies, title insurance, etc. Include the specific type of product or type of service provided, as well as the principal business or industrial activity.)

OFFICE
USE
ONLY

g.

Section F—REMARKS

Use this item to give any identification data appearing on last report which differs from that given above, explain major changes in composition of reporting units and other pertinent information.

Section G—CERTIFICATION (See Instructions G)

- Check one
1 ☐ All reports are accurate and were prepared in accordance with the instructions (check on consolidated only)
2 ☐ This report is accurate and was prepared in accordance with the instructions.

Name of Certifying Official	Title	Signature	Date
Name of person to contact regarding this report (Type or print)		Address (Number and Street)	
Title	City and State	ZIP Code	Telephone Number (including Area Code) Extension

All reports and information obtained from individual reports will be kept confidential as required by Section 709(e) of Title VII.
WILLFULLY FALSE STATEMENTS ON THIS REPORT ARE PUNISHABLE BY LAW, U.S. CODE, TITLE 18, SECTION 1001.

